

Against the above factual position it is quite clear that the management should have suspended the workman when he was involved in the police case and after his having been discharged from the charge, the management should have reinstated him or they could hold the departmental enquiry against him. Apparently, the management did not do so and they merely struck off his name when he was not voluntarily absent but was detained in jail involuntarily. This is something he could not help. Accordingly, I am of the view that the management should reinstate him into service forthwith. I do not award any wages for the period of non-employment because it is understood that he was engaged on a seasonal job and, therefore, he was not a permanent employee on whole-time basis.

DIN DAYAL SHARMA,

Labour Commissioner, Punjab
(Arbitrator).

The Award is submitted to Government in accordance with section 10-A(4) of the Industrial Disputes Act, 1947.

DIN DAYAL SHARMA,

Labour Commissioner, Punjab,
(Sole Arbitrator).

Dated Chandigarh, the 30th October, 1966.

The 8th December, 1966

No. 744-3 Lab.66/2522.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Laxami Rattan Engineering Works, Faridabad :—

BEFORE SHRI HANS RAJ GUPTA, PRESIDING OFFICER, LABOUR COURT, ROHTAK

REFERENCE No. 38 OF 1966

between

THE WORKMEN AND THE MANAGEMENT OF M/S. LAXAMI RATTAN ENGINEERING WORKS, FARIDABAD

Present :

Nemo on behalf of the workmen.

Shri R. P. Jaggi, Labour Officer of the respondent concern.

AWARD

An industrial dispute having arisen between the workmen and the management of M/s. Laxami Rattan Engineering Works, Faridabad, the Government by means of their gazette notification No. 605-SF-III-Lab-I-66, dated 29th September, 1966 and in exercise of the powers conferred on them by section 10(1)(c) of the Industrial Disputes Act, 1947, have referred to this Court for adjudication the matter mentioned below :—

Whether the termination of services of Shri Shanker Ram, Driver, is justified and in order ? If not, to what relief he is entitled ?

Usual Notices were issued to the parties and in response thereto the parties appeared in this Court on 28th October, 1966 through their authorised representatives. The parties requested for a date to effect a settlement and the case was accordingly adjourned to 11th November, 1966. The parties again requested for extension of date to enable them to reach a settlement and the case was, therefore, adjourned for to day. In the meanwhile the management have sent to this Court the original settlement alleged to have been entered into between the management and the workmen of the respondent concern. On behalf of the workmen this settlement has been signed by Shri Darshan Singh besides others. Shri Darshan Singh was, present before this Court on 28th October, 1966 on behalf of the workmen. This settlement shows that management have paid to Shri Shanker Ram, Driver, a sum of Rs 502.62 P. in full and final settlement of all his claims and dues.

At to-day's hearing Shri R. P. Jaggi is present on behalf of the management and has made a statement to the effect that the parties entered into settlement under which the management have paid a sum of Rs 502.62 paise to the claimant Shri Shanker Ram in full and final settlement of all his claims. He

further stated that in view of the settlement, the present reference has become infructuous and should be filed. No one on behalf of the workmen is present at to-day's hearing. Their absence is understandable because they are no longer interested in the present dispute. The reference having become infructuous is hereby filed. The parties will bear their own costs of these proceedings.

This award is submitted to the Government of Haryana, Department of Labour, as required under Section 15 of the Industrial Disputes Act, 1947.

HANS RAJ GUPTA,
Presiding Officer,
Labour Court, Rohtak.

Camp : Ballabgarh

Dated: 30th November, 1966.

No. 743-3Lab-66/2524.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the Workmen and Management of M/s NAPCO Bevel Gear of India, Limited, Ballabgarh.

BEFORE SHRI HANS RAJ GUPTA, PRESIDING OFFICER, LABOUR COURT,
ROHTAK

REFERENCE No. 40 OF 1966

between

THE WORKMEN AND THE MANAGEMENT OF M/S NAPCO BEVEL GEAR OF INDIA,
LIMITED, BALLABGARH.

Present—

Nemo for the workmen.

Shri D. C. Bhardwaj on behalf of the management.

AWARD

An industrial dispute, having arisen between the workmen and the management of M/s NAPCO Bevel Gear of India Ltd., Ballabgarh, the Government, by means of their Gazette notification No. 60 9-SF-III-Lab-I-66, dated 29th September, 1966 and in exercise of the powers conferred on them by section 10 (i) (c) of the Industrial Disputes Act, 1947, have referred to this Court for adjudication, the matter mentioned below :—

Whether the termination of services of Shri G. Taylor is justified and in order ? If not to what relief/exact compensation he is entitled.

Usual notices were issued to the parties for 28th October, 1966 under registered A. D. covers and were served on them. At the hearing on 28th October, 1966, Shri D. C. Bhardwaj was present on behalf of the management and nobody was present on behalf of the workmen even though they had been served and the acknowledgement received from the postal authorities is on record of the file. The workmen were accordingly proceeded against under Rule 22 of the Industrial Disputes (Punjab) Rules, 1958 as if they had appeared. The issue that arose for decision was the same as is mentioned in the order of reference. On 28th October, 1966 the case was adjourned for to-day for the evidence of the parties on that issue. Even to-day nobody is present on behalf of the workmen. The evidence of the management has been recorded. It is proved from *ex parte* evidence that the claimant Shri G. Taylor joined the respondent's service on 14th June, 1965, as a learner on a consolidated salary of Rs. 116 P. M. He was appointed as incharge of mill and drill department with effect from 1st December, 1965 on a consolidated salary of Rs. 260/-P. M. Ex. RP/4 is a copy of the appointment letter of the claimant Shri G. Taylor. This letter provides that on confirmation, the services of the claimant can be terminated by the management by giving him 30 days' notice or salary in lieu of notice. From the *ex parte* evidence it has further been proved that the claimant was retrenched by the management with effect from 16th March, 1966 due to abolition of his post. Ex. RP/1 is a true copy of the letter, dated 16th March, 1966, under which the claimant was retrenched. Ex. RP/2 is the retrenchment notice dated 16th March, 1966 sent by the management to the authorities concerned. After the retrenchment the claimant received a sum of Rs. 480.12 paise from the management in full and final settlement of all his claims whatsoever against the management. Ex. RP/3 is a true copy of this full and final settlement receipt given by the claimant to the management. The total service of the claimant in the respondent concern was less than one year and therefore he was not entitled to any retrenchment compensation under Section 25 F of the Industrial Disputes Act, 1947. Under the terms of his appointment letter he was given one month's salary in lieu of notice. There is nothing on the record to show that the termination of services of the claimant Shri G. Taylor by the management was not bona fide. I, therefore, hold that the termination of services of Shri G. Taylor by the management of M/s NAPCO Bevel Gear of India Ltd., Ballabgarh is justified and in order and he is not entitled to any relief other than what he has already been granted by the management. As the proceedings against the workmen are *ex parte*, the parties are left to bear their own cost of these proceedings.